

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

RESTAURANTS ACQUISITION I, LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 15-12406 (KG)

**DEBTOR'S APPLICATION TO RETAIN AND EMPLOY DUANE MORRIS LLP AS  
COUNSEL TO THE DEBTOR AND DEBTOR-IN-POSSESSION,  
NUNC PRO TUNC TO THE PETITION DATE**

Restaurants Acquisition I, LLC (the "Debtor"), debtor and debtor-in-possession in the above-captioned chapter 11 case (the "Chapter 11 Case"), hereby submits this application (the "Application"), pursuant to section 327(a), as modified by section 1107(b), and section 328 of title 11 of the United States Code §§ 101, *et seq.* (the "Bankruptcy Code"), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") for entry of an order authorizing the Debtor to retain and employ Duane Morris LLP ("Duane Morris") as its counsel in connection with the Chapter 11 Case, *nunc pro tunc* to December 2, 2015. In support of this Application, the Debtor submits the *Declaration of Sean J. Bellew* (the "Bellew Declaration") attached hereto as **Exhibit A**. In further support of this Application, the Debtor respectfully represents as follows:

**JURISDICTION AND VENUE**

1. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*

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<sup>1</sup> The Debtor's mailing address is 313 East Main Street, Suite 2, Hendersonville, TN and the last four digits of its tax identification number are 8761.

dated as of February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2) and, pursuant to Rule 9013-1(f) of the Local Rules, the Debtor consents to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 327(a) and 328 of the Bankruptcy Code, as modified by section 1107(b), Rule 2014(a) of the Bankruptcy Rules, and Rule 2014-1 of the Local Rules.

#### **BACKGROUND**

4. On the date hereof (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate its businesses and manage its property as a debtor and debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in the Chapter 11 Case.

5. The Debtor operates a chain of full-service restaurants throughout Texas, largely located in the Dallas-Fort Worth and Houston metropolitan area, operating under the trade-names Black-eyed Pea and Dixie House. As of January 1, 2015, the Debtor operated thirty (30) restaurant locations (generally, the "Prepetition Stores").

6. Since late 2013, the Debtor has experienced a decline in its cash flow performance. At the same time, the Debtor's occupancy costs outpaced its revenues over the same period, further eroding the Debtor's profitability. Under these circumstances, and despite the Debtor's best efforts, the Debtor began to fall behind on its obligations to creditors. The

Debtor's liquidity crisis also caused it to fall behind on its payments to various taxing authorities, including the federal government.

7. In December 2013 and again in April 2015, the Debtor engaged investment bankers to address a recapitalization or sale of the Debtor. The Debtor received no offers as a result of this process. Due to its lack of liquidity and its inability to attract new capital, the Debtor has not been able to maintain all of the Prepetition Stores. As of the Petition Date, the Debtor has ceased operations at and/or closed fifteen (15) of its Prepetition Stores; it continues to operate fourteen (14) Black-eyed Pea restaurants and one (1) Dixie House restaurant.<sup>2</sup>

8. Additional details regarding the Debtor's business, assets, capital structure, and the circumstances leading to the filing of this Chapter 11 Case are set forth in the First Day Declaration filed contemporaneously herewith and incorporated herein by reference as though set forth in full.

#### **RELIEF REQUESTED**

9. By this Application, the Debtor seeks entry of an order, in the form attached hereto as **Exhibit B**, authorizing and approving the employment and retention of Duane Morris as its counsel *nunc pro tunc* to the Petition Date.

#### **BASIS FOR RELIEF**

10. The Debtor submits that the retention of Duane Morris under the terms described herein and in the Bellew Declaration is appropriate under sections 327(a), 328, and 1107 of the Bankruptcy Code.

11. Section 327(a) empowers the trustee, with the Court's approval, to employ attorneys "that do not hold or represent an interest adverse to the estate, and that are disinterested

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<sup>2</sup> As of the Petition Date, the Debtor has been locked out of one of these operating Prepetition Stores.

persons, to represent or assist the trustee in carrying out the trustee's duties under this title." 11 U.S.C. § 327(a).

12. Section 1101(14) of the Bankruptcy Code defines "disinterested person" as a person that:

- a. Is not a creditor, an equity security holder, or an insider;
- b. Is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
- c. Does not have an interest materially adverse to the interest of the estate or any class of creditors or equity security holder, by reason of any direct or indirect relationship to, connection with or interest in, the debtor, or for any other reason.

13. Section 1107(b) provides that "a person is not disqualified for employment under section 327 of this title by a debtor-in-possession solely because of such person's employment by or representation of the debtor before the commencement of the case." 11 U.S.C. § 1107(b).

14. To the best of the Debtor's knowledge, information and belief (and consistent with the Bellew Declaration submitted herewith), Duane Morris is a "disinterested person" as that term is defined in 11 U.S.C. § 101(14), and does not have any connection with the Debtor, its creditors, or any other party-in-interest, or their attorneys, except to the extent set forth in the Bellew Declaration.

15. Section 328(a) of the Bankruptcy Code empowers a debtor-in-possession to employ, with the Court's approval, attorneys under 11 U.S.C. § 327 on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, or on a contingent fee basis, to perform services for the debtor-in-possession.

16. The Debtor believes that Duane Morris possesses extensive knowledge and expertise in the areas of law relevant to the Chapter 11 Case, and that Duane Morris is well qualified to represent the Debtor therein. Duane Morris is a full-service law firm comprised of

more than 700 lawyers, with significant experience in all facets of debtor and creditor rights, bankruptcy and litigation. In addition to its Delaware office, Duane Morris maintains offices for the practice of law in New York, New York; Philadelphia and Pittsburgh, Pennsylvania; Cherry Hill, Princeton and Newark, New Jersey; Chicago, Illinois; Boston, Massachusetts; Bangor, Maine; Washington, D.C.; Baltimore, Maryland; Houston, Texas; Miami and Boca Raton, Florida; Los Angeles, San Francisco, San Diego and Lake Tahoe, California; Las Vegas, Nevada; Atlanta, Georgia; London, UK; Hanoi and Ho Chi Minh City, Vietnam; Yangon, Myanmar; Muscat, Oman; Shanghai, China, and Singapore. The members of Duane Morris' Business Reorganization and Financial Restructuring group have significant experience representing debtors in chapter 11 cases.

17. Duane Morris will render the following services to the Debtor:

- a. Advising the Debtor with respect to its powers and duties as a debtor-in-possession in the continued operation of its business;
- b. Advising the Debtor with respect to all general bankruptcy matters;
- c. Preparing, on behalf of the Debtor, all necessary motions, applications, answers, orders, reports, and papers in connection with the administration of its estate;
- d. Representing the Debtor at all critical hearings on matters relating to its affairs and interests as debtor-in-possession before this Court, any appellate courts, and the United States Supreme Court, and protecting the interests of the Debtor;
- e. Prosecuting and defending litigated matters that may arise during this case, including such matters as may be necessary for the protection of the Debtor's rights, the preservation of the estate's assets, or the Debtor's successful reorganization;
- f. Negotiating appropriate transactions and preparing any necessary documentation related thereto;
- g. Negotiating appropriate transactions and preparing any necessary documentation related thereto;

- h. Representing the Debtor on matters relating to the assumption or rejection of executory contracts and unexpired leases;
- i. Advising the Debtor with respect to general corporate securities, real estate, litigation, environmental, labor, regulatory, tax, healthcare, and other legal matters which may arise during the pendency of this Chapter 11 Case; and
- j. Performing all other legal services that are necessary for the efficient and economic administration of these cases.

18. In connection with this Chapter 11 Case, the Debtor has retained, or intends to retain BMC Group, Inc. as claims and noticing agent. The Debtor may also seek to retain other professionals in the ordinary course of business as appropriate. Duane Morris is prepared to work closely with each such professional to ensure there is no duplication of effort or cost.

19. Duane Morris has indicated its willingness to serve as counsel to the Debtor and to receive compensation on an hourly basis, subject to the approval of this Court, in compliance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the United States Trustee's Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses and/or the rules and other procedures that this Court may fix.

20. The Debtor requests that Duane Morris be compensated on an hourly basis in accordance with the firm's ordinary and customary rates that are in effect on the date the services are rendered. Duane Morris's current hourly rates<sup>3</sup> are:

Partners of the Firm	\$390-\$970
Senior Counsel and Counsel (generally 6 or more year's experience)	\$440-\$870
Associates (generally less than 6 year's experience)	\$250-\$585
Paralegals and Assistants	\$100-\$370

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<sup>3</sup> Duane Morris's hourly rates are subject to periodic adjustments to reflect economic and other conditions.

20. The Debtor understands that any compensation and expenses paid to Duane Morris must first be approved by this Court upon the filing of an application consistent with the Bankruptcy Code, applicable Bankruptcy Rules, and any orders of this Court.

**NOTICE AND NO PRIOR REQUEST**

21. The Debtor will provide notice of this Application to: (a) the Office of the U.S. Trustee; (b) the holders of the 20 largest unsecured claims against the Debtor; (c) the United States Attorney's Office for the District of Delaware; (d) the Internal Revenue Service; (e) Grove Family Investments, L.P and its counsel.; (f) CNL Financial Group, Inc. and its counsel; (g) American Express Bank, FSB and its counsel; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

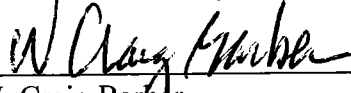
22. No previous application for relief sought herein has been made to this or any other Court.

WHEREFORE, the Debtor respectfully requests that this Court enter an order, substantially in the form submitted herewith, authorizing the Debtor to retain and employ Duane Morris LLP as its counsel, *nunc pro tunc* to December 2, 2015, and grant such other and further relief as the Court deems just or proper.

Respectfully submitted,

Dated: December 3, 2015

RESTAURANTS ACQUISITION I, LLC

  
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W. Craig Barber  
President

*Debtor and Debtor-in-Possession*

**Exhibit A**

**Declaration of Sean J. Bellew**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

RESTAURANTS ACQUISITION I, LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 15-12406 (KG)

**DECLARATION OF SEAN J. BELLEW  
PURSUANT TO BANKRUPTCY CODE SECTIONS 327(a),  
328 AND 504 AND FEDERAL RULES OF BANKRUPTCY PROCEDURE  
2014(a) AND 2016(b) IN SUPPORT OF DEBTOR'S APPLICATION TO RETAIN AND  
EMPLOY DUANE MORRIS LLP AS COUNSEL TO THE DEBTOR AND DEBTOR-IN-  
POSSESSION, NUNC PRO TUNC TO THE PETITION DATE**

Sean J. Bellew, being duly sworn, hereby deposes and says:

1. I am an attorney duly admitted to practice in the State of Delaware.
2. I am a partner of the firm of Duane Morris LLP ("Duane Morris" or the "Firm").

Duane Morris is a full service law firm with thirty (30) offices nationally and internationally, including Delaware, Texas, New York, California, Pennsylvania, Massachusetts, New Jersey and Washington, D.C. I practice from Duane Morris's Delaware office, located at 222 Delaware Avenue, Suite 1600, Wilmington, Delaware 19801.

3. I am familiar with the matters set forth herein and make this declaration (the "Declaration") in support of the *Debtor's Application to Retain and Employ Duane Morris LLP as Counsel to the Debtor and Debtor-in-Possession*, nunc pro tunc to the *Petition Date* (the "Application"),<sup>2</sup> pursuant to sections 327(a) and 328 of title 11 of the United States Code (the "Bankruptcy Code"), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2014-1 of the Local Rules of the United States Bankruptcy Court for the

<sup>1</sup> The Debtor's mailing address is 313 East Main Street, Suite 2, Hendersonville, TN and the last four digits of its tax identification number are 8761.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning set forth in the Application.

District of Delaware (the "Local Rules") seeking authorization to retain and employ Duane Morris as counsel to the Debtor.

4. I am not, nor is Duane Morris, an insider of the Debtor or any of its affiliates. Except as set forth below, neither Duane Morris nor I hold directly any claim, debt, or equity security of the Debtor or any of its affiliates.

5. To the best of my knowledge and information, no member of Duane Morris has been, within two years from the date of the filing of the Debtor's petition, a director, officer, or employee of the Debtor as specified in Bankruptcy Code section 101(14)(B).

6. Based upon information available to me, I believe that Duane Morris is a "disinterested person" within the meaning of the Bankruptcy Code.

#### **SERVICES TO BE PROVIDED**

7. The employment of Duane Morris is necessary to assist the Debtor in executing faithfully its duties as a debtor-in-possession and implementing the reorganization of the Debtor's financial affairs. Subject to further order of this Court, the professional services that Duane Morris may render to the Debtor as its bankruptcy counsel, as the Debtor may request from time to time, include, without limitation:

- a. Advising the Debtor with respect to its powers and duties as a debtor-in-possession in the continued operation of its business;
- b. Advising the Debtor with respect to all general bankruptcy matters;
- c. Preparing, on behalf of the Debtor, all necessary motions, applications, answers, orders, reports, and papers in connection with the administration of its estate;
- d. Representing the Debtor at all critical hearings on matters relating to its affairs and interests as debtor-in-possession before this Court, any appellate courts, and the United States Supreme Court, and protecting the interests of the Debtor;

- e. Prosecuting and defending litigated matters that may arise during this case, including such matters as may be necessary for the protection of the Debtor's rights, the preservation of the estate's assets, or the Debtor's successful reorganization;
- f. Negotiating appropriate transactions and preparing any necessary documentation related thereto;
- g. Negotiating appropriate transactions and preparing any necessary documentation related thereto;
- h. Representing the Debtor on matters relating to the assumption or rejection of executory contracts and unexpired leases;
- i. Advising the Debtor with respect to general corporate securities, real estate, litigation, environmental, labor, regulatory, tax, healthcare, and other legal matters which may arise during the pendency of this Chapter 11 Case; and
- j. Performing all other legal services that are necessary for the efficient and economic administration of these cases.

#### **COMPENSATION**

8. Subject to the Court's approval and pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, and the rules and other procedures that this Court may fix, Duane Morris shall seek compensation on an hourly basis, plus reimbursement of the actual and necessary expenses that Duane Morris incurs in accordance with the ordinary and customary rates which are in effect on the date the services are rendered.

9. Duane Morris intends to apply for compensation for professional services rendered in connection with this Chapter 11 Case subject to the approval of this Court and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the United States Trustee's Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses and/or the rules and other procedures that this Court may fix. Duane Morris seeks to be compensated on an hourly basis and for reimbursement of its actual

and necessary expenses and other charges incurred while representing the Committee. Set forth below is a schedule of Duane Morris's current hourly rates:

Partners of the Firm	\$390-\$970
Senior Counsel and Counsel (generally 6 or more years' experience)	\$440-\$870
Associates (generally less than 6 years' experience)	\$250-\$585
Paralegals and Assistants	\$100-\$370

10. The charges for the attorneys and legal assistants who will render services to the Debtor are based upon actual time charges and the experience and/or expertise of the attorney or legal assistant involved. The current hourly rates for the Duane Morris professionals with primary responsibility for this matter are: Sean J. Bellew (Partner – Trial Department) - \$635/hour; Sommer L. Ross (Partner – Financial Restructuring Department) - \$540/hour; and Jarret P. Hitchings (Associate – Financial Restructuring Department) - \$410/hour.<sup>3</sup>

11. The foregoing hourly rates are subject to periodic increase in the normal course of Duane Morris' business, typically as of January 1 of each calendar year.

12. It is Duane Morris' policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, telephone and facsimile charges, photocopying charges, travel expenses, expenses for "working meals," and computerized research, as well as non-ordinary overhead expenses, such as secretarial overtime. Notwithstanding the foregoing, Duane Morris will seek reimbursement for its expenses pursuant to, among other things, any applicable guidelines established by the Court and the United States Trustee's Office.

13. Duane Morris will not share with any entity, other than partners of Duane Morris, any compensation paid to it in this Chapter 11 Case.

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<sup>3</sup> The Debtor's Engagement Letter (defined below) agrees to higher rates for each of the listed professionals. However, the Debtor will actually be charged the reduced amounts stated herein to reflect the typical rates charged by Duane Morris in connection with bankruptcy matters in the District of Delaware.

**REPRESENTATION OF PARTIES-IN-INTEREST**

14. Duane Morris conducted a conflicts check (the “Conflicts Check”) on the following parties: (a) the Debtor and the entities affiliated with or related to the Debtor; (b) primary state and federal regulators; (c) lessors and contract counter-parties; (d) special parties-in-interest; (e) banking institutions and other lenders; (f) the twenty (20) largest unsecured creditors of the Debtor’s estate; (g) taxing authorities; (h) utility providers; (i) insurers; (j) parties with which the Debtor are engaged in litigation; (k) the Debtor’s significant vendors; and (l) persons employed by the Office of the United States Trustee and the Judges of the United States Bankruptcy Court for the District of Delaware (collectively, the “Parties-In-Interest”). A full list of the Parties-In-Interest is annexed hereto as **Schedule 1**.

15. The information listed on **Schedule 1** may have changed without my knowledge and may change during the pendency of this Chapter 11 Case. Additionally, given the voluminous extent of the Parties-in-Interest, Duane Morris continues to finalize its conflict analysis and will update this Declaration as necessary, and when Duane Morris becomes aware of additional material information.

16. Duane Morris employs over 700 attorneys and presently represents, and may in the future represent certain parties-in-interest in matters unrelated to the Chapter 11 Case. Some of these entities are, or may consider themselves to be, creditors or parties-in-interest in the Chapter 11 Case although the Debtor are unaware of such claims or interests.

17. In that regard, I used a set of procedures developed by Duane Morris to comply with the requirements of the Bankruptcy Code and the Bankruptcy Rules and the Local Rules regarding the retention of professionals under the Bankruptcy Code (the “Duane Morris Disclosure Procedures”).

18. In preparing this Declaration, I submitted or caused to be submitted for review pursuant to the Duane Morris Disclosure Procedures the names of the Parties-In-Interest. The results of this conflict check were compiled and analyzed by Duane Morris attorneys acting under my supervision.

19. To the best of my knowledge after my review of the firm's records, Duane Morris has no connections with the Parties-In-Interest with respect to this Chapter 11 Case. Duane Morris does have connections with certain Parties-In-Interest in matters unrelated to this Chapter 11 Case as described in further detail below.

**DUANE MORRIS'S CONNECTIONS WITH PARTIES-IN-INTEREST  
IN MATTERS UNRELATED TO THE CHAPTER 11 CASE**

20. Based on the Duane Morris Disclosure Procedures and the conflict check system, to the best of my knowledge, Duane Morris does not currently represent any of the Parties-In-Interest, except to the extent set forth herein and/or in **Schedule 2** hereto.

21. Duane Morris has in the past represented, currently represents, and may in the future represent entities that are claimants or interest-holders of the Debtor in matters wholly unrelated to the Debtor's pending bankruptcy case. Duane Morris, which employs approximately 700 attorneys, has a large and diversified legal practice that encompasses the representation of many individuals, financial institutions and commercial corporations. Some of those entities are or may consider themselves to be creditors or parties-in-interest in the Debtor's pending bankruptcy case or to otherwise have interests in the cases. If Duane Morris has such clients, it will not represent those clients in any matter related to the Debtor.

22. Insofar as I have been able to ascertain through diligent inquiry as of the date hereof, Duane Morris has no connection with the Parties-In-Interest except as set forth on

**Schedule 2** attached hereto. Furthermore, Duane Morris does not hold or represent any entity having an adverse interest to Debtor, except as set forth below or on **Schedule 2**.

23. Duane Morris has numerous clients. Duane Morris does not have knowledge of the full creditor list of the Debtor. One or more creditors of the Debtor may be a client of Duane Morris in some capacity. Further, certain creditors of the Debtor may be divisions or subsidiaries of companies represented by Duane Morris. Thus, even a conflict check on the entire list of creditors of the Debtor may not reveal completely whether any creditors of the Debtor are clients of Duane Morris. If, as and when Duane Morris discovers that a creditor of the Debtor is a client of Duane Morris, further disclosure will be made.

24. As part of its practice, Duane Morris regularly appears in cases, proceedings, and transactions involving many different attorneys, accountants, financial consultants, real estate consultants, and investment bankers including other professionals that may represent the Debtor or other parties-in-interest in this Chapter 11 Case. Duane Morris may have worked with or presently works with the professionals involved or to be retained in the Chapter 11 Case, with respect to matters unrelated to the Chapter 11 Case. From time to time, Duane Morris has referred work to other professionals involved or to be retained in the Chapter 11 Case. Likewise, certain such professionals have referred work to Duane Morris. In certain instances, such professionals may be clients of Duane Morris. In addition, Duane Morris has in the past represented and currently appears in matters in which Duane Morris represents the same entity, a related entity, or an adverse entity to those represented by other professionals in this case.

25. Likewise, Duane Morris regularly represents official committees of unsecured creditors and *ad hoc* groups of creditors of companies that are facing financial distress, which financial distress may not have been publicly disclosed. Some of these companies may be

vendors or creditors of the Debtor. Duane Morris will only represent such parties in matters wholly unrelated to the Chapter 11 Case.

26. Duane Morris has not and will not represent any such entities in relation to the Chapter 11 Case and Duane Morris does not have any relationship with such entities that would be adverse to the Debtor in the matters upon which Duane Morris is to be employed.

**DISINTERESTEDNESS OF DUANE MORRIS**

27. To the best of my knowledge, after diligent inquiry, Duane Morris is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as Duane Morris, its partners, counsel, and associates (a) are not creditors, equity security holders, or insiders of the Debtor; (b) are not and were not, within two (2) years before the date of the filing of the Debtor’s chapter 11 petition, a director, officer, or employee of the Debtor; and (c) do not represent or hold an interest adverse to the interests of the estate with respect to the matters in which Duane Morris is proposed to be employed.

28. No promises have been received by Duane Morris or any partner, counsel, or associate thereof as to payment or compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code. Duane Morris has no agreement with any other entity to share any compensation received by Duane Morris in connection with this Chapter 11 Case.

29. Duane Morris was retained by the Debtor under an advance payment retainer pursuant to an engagement letter executed by the Debtor on November 20, 2015 (the “Engagement Letter”) which provided Duane Morris with an advance retainer of \$75,000 for services to be rendered and expenses to be incurred in connection with Duane Morris’

representation of the Debtor pursuant to the Engagement Letter (the "Retainer"). A copy of the Engagement Letter is attached hereto as Attachment 1.

30. Prior to the filing of the Chapter 11 Case, Duane Morris applied the Retainer against all outstanding fees through the filing of the petition on the Petition Date. Duane Morris holds no pre-petition claims for fees or expenses against the Debtor as of that time. The Retainer was replenished prior to the petition filing in the amount of \$75,000, which Duane Morris continues to hold.

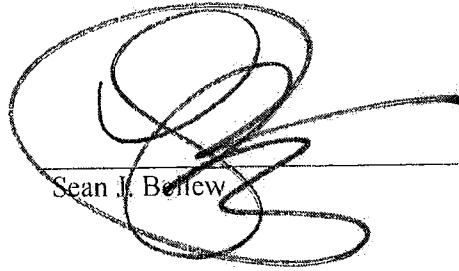
31. By reason of the foregoing, I believe that Duane Morris is eligible for employment and retention by the Debtor pursuant to 11 U.S.C. §§327(a) and 328 and the applicable Bankruptcy Rules.

32. The foregoing constitutes the statement of Duane Morris pursuant to sections 328(a) and 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016(b).

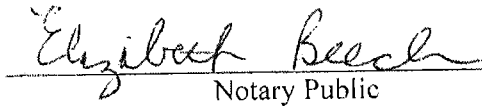
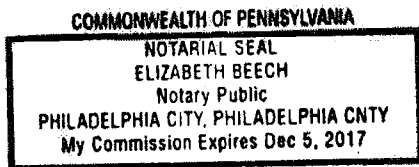
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I certify that the foregoing statements are true and correct to the best of my knowledge,  
information and belief.

Wilmington, Delaware  
Date: December 3, 2015

  
Sean J. Benew

SWORN TO AND SUBSCRIBED  
before me this 3rd day of December, 2015

  
Notary Public

**SCHEDULE 1****Parties-in-Interest**

<b>Schedule</b>	<b>Category</b>
1(a)	Debtor and the entities affiliated with or related to the Debtor
1(b)	Primary state and federal regulators
1(c)	Lessors and contract counter-parties
1(d)	Special parties-in-interest
1(e)	Banking institutions and other lenders
1(f)	Twenty (20) largest unsecured creditors
1(g)	Taxing authorities
1(h)	Utility providers
1(i)	Insurers
1(j)	Litigation parties
1(k)	Significant vendors
1(l)	United States Trustee and Judges of the Bankruptcy Court

**Schedule 1(a)**

**Debtor and Affiliates**

Restaurants Acquisitions I, LLC

BEP America, Inc.

BEP 1&2, LLC

RAI Holdings, LLC

RAI Beverages, LLC

Texas Pea, LLC

**Schedule 1(b)**

**Primary State and Federal Regulators**

Securities & Exchange Commission (DC)

Securities & Exchange Commission (NY Regional Office)

Internal Revenue Service

Delaware State Treasury

Delaware Secretary of State

U.S. Department of Labor

**Schedule 1(c)**

**Lessors and Contract Counter-Parties**

1924 Abrams, Ltd.  
609 West 15th Street, Inc.  
Bank One Trust Co., Walter C. Richburg, as Trustee of the Arabel Rowe Dunbar Testamentary Trust dated 11/29/82  
Beaumont Westmont, LLC  
Broadway/Towneast Blackeyed Pea Limited Partnership  
Buena Vista Plaza, LLC  
CPZ Northway, LLC  
Captec Franchise Capital Partners L.P. III  
Catherine Bachman  
Centro NP Holdings 12 SPE, LLC  
Corrigan Investments, Inc.  
Deerbrook Commons, Ltd.  
Dina Rickard, Trustee to the Dina Rickard Revocable Trust u/t/d August 21, 2000  
FFCA Acquisition Corporation  
Highlander and Center Street, Ltd.  
Intco-Oak Hill L.P.  
JAHCO Spring Creek, LLC  
Jones 1960 Crossroads LLC  
Kimco Realty Corporation  
LCSSC, Ltd.  
Lincoln Square, Ltd  
OKRA Properties Joint Venture  
Peterson Equities, LLC  
RPI Bryant Irvin, Ltd.  
Southridge Lot 1D Partners, Ltd.  
Steger Towne Crossing II, L.P.  
Supra Color Enterprises, Inc.  
TSP Holdings, Ltd.  
WD University Plaza S/C/ Ltd.  
WD University Plaza S/C. G.P., LLC  
Weingartner Realty Investors

**Schedule 1(d)**

**Special Parties-in-Interest**

None

**Schedule 1(e)**

**Banking Institutions and Other Lenders**

Grove Family Investments, L.P.  
CNL Financial Group, Inc.  
American Express Bank, FSB  
James M. Seneff, Jr.  
Robert A. Bourne

**Schedule 1(f)**

**Twenty (20) Largest Creditors**

US Foodservice, Inc.  
Peterson Equities, LLC  
Kimco Realty Corporation  
MLE Restaurant Group, LLC  
Supra Color Enterprises, Inc.  
RPI Bryant Irvin, Ltd.  
CPZ Northway, L.L.C.  
LCSSC Ltd  
Deerbrook Commons Ltd  
Arabel Rowe Dunbar Testamentary Trust  
Tyco Integrated Security  
IMI Investments Inc.  
Conditioned Air Services  
Southridge Lot 1D Partners, Ltd  
Weingarten Realty Investors  
Brothers Produce, Inc. - Dallas  
Hudson Energy  
MSPARK  
1924 Abrams, Ltd.  
Brothers Produce, Inc. - Houston

**Schedule 1(g)**

**Taxing Authorities**

Bexar County Tax Collector  
City of Arlington  
City of Beaumont  
City of Dallas  
City of Denton  
City of Fort Worth  
City of Garland  
City of Houston  
City of Humble  
City of Hurst  
City of Plano  
City of Rockwall  
City of San Antonio  
City of Webster  
Collin County Tax Collector  
Dallas County Tax Collector  
Denton County Tax Collector  
Fort Bend County Tax Collector  
Harris County Tax Collector  
City of Hendersonville  
Internal Revenue Service  
Jefferson County Tax Collector  
Katy Independent School District  
Missouri City  
Montgomery County Tax Collector  
Rockwall County Tax Collector  
Sumner County  
Tarrant County Tax Collector  
Tennessee Department of Revenue  
Tennessee Secretary of State  
Texas Department of Taxation  
The Woodlands Township  
Travis County Tax Collector

**Schedule 1(h)**

**Utility Providers**

1924 Abrams, Ltd.  
Arlington Utilities  
Atmos Energy  
Birch Communications  
BullsEye Telecom  
Centerpoint Energy - Houston  
CenturyLink / Embarq  
Charter Communications  
Comcast  
Cybera, Inc.  
City of Beaumont (Water)  
City of Dallas (Utilities)  
City of Fort Worth - Water  
City of Houston - Water Dept.  
City of Humble Water Dept.  
City of Hurst Utility Billing  
City of Mesquite Utilities  
City of Plano Utilities  
CPS Energy  
Entergy  
Hudson Energy  
iAnywhere Solutions, Inc. (A Sybase Company)  
Liquid Environmental Solutions of Texas, L.P.  
Municipal Utility Districts  
Republic Services  
Time Warner Cable  
Waste Connections of Texas  
Waste Management  
Windstream / Paetec

**Schedule 1(i)**

**Insurers**

Argonaut Insurance Company  
Hiscox Insurance Company Inc.  
Liberty Mutual Fire Insurance Co.  
Liberty Insurance Corporation  
Texas Mutual Insurance Company  
Stephens Insurance, LLC  
Premium Assignment Corporation

**Schedule 1(j)**

**Litigation Parties**

Susan Combs, Comptroller of Public Accounts of the State of Texas

Greg Abbott, Attorney General of the State of Texas

Quatisha Dupree

KIM-MP Multi State, LLC

MLE Restaurant Group, LLC

Plano Independent School District

Peterson Equities LLC

Pope Plumbing, Inc.

**Schedule 1(k)**

**Significant Vendors**

US Foodservice, Inc.  
Brothers Produce Inc. - Austin  
Brothers Produce, Inc. - Houston  
Brothers Produce, Inc. - Dallas  
Oak Farms - Dallas  
Oak Farms - San Antonio  
Oak Farms/Schepps - Houston  
Oak Farms/Schepps Dairy - Dallas  
Colorado Honey Company  
NuCo2, Inc.  
Dodat Communications/USA Design Group  
Fishbowl Marketing  
Dot It Labels  
Ecolab Food Safety Solutions  
Ecolab Inc.  
Dragon Fire Systems  
Vent Works  
Great Southwestern Fire & Safety  
ALSCO  
Admiral Linen & Uniform Service  
Admiral Linen & Uniform DDFW  
Martin Frost & Hill  
Dykema Gossett PLLC  
Ferguson Braswell & Fraser PC  
Faulkner Mackie & Cochran PC  
Braintree  
American Express Merchant Services  
Bank of America Merchant Services  
First Data  
RJ Young  
ARAMARK - Dallas

**Schedule 1(l)**

**United States Trustee and Judges of the Bankruptcy Court**

Attix, Lauren  
Buchbinder, David  
Carey, Kevin J.  
DeAngelis, Roberta A.  
Dortch, Shakima L.  
Fox, Timothy J., Jr.  
Giordano, Diane  
Green, Christine  
Gross, Kevin  
Hackman, Benjamin  
Heck, Jeffrey  
Kenney, Mark  
Leamy, Jane  
Murray, Tony  
O'Malley, James R.  
Panacio, Michael  
Patton, Tiiara  
Sarkessian, Juliet  
Schepacarter, Richard  
Shannon, Brendan L.  
Silverstein, Laurie S.  
Sontchi, Christopher S.  
Tinker, T. Patrick  
Vinson, Ramona  
Walrath, Mary F.  
West, Michael  
Wynn, Dion

**SCHEDULE 2****Disclosure of Connections with Parties-in-Interest**

<b>Schedule</b>	<b>Category</b>
2(a)	Debtor and the entities affiliated with or related to the Debtor
2(b)	Primary state and federal regulators
2(c)	Lessors and contract counter-parties
2(d)	Special parties-in-interest
2(e)	Banking institutions and other lenders
2(f)	Twenty (20) largest unsecured creditors
2(g)	Taxing authorities
2(h)	Utility providers
2(i)	Insurers
2(j)	Litigation parties
2(k)	Significant vendors

**Schedule 2(a)**

**Disclosure of Connections with Debtor and Affiliates**

None

**Schedule 2(b)**

**Disclosure of Connections with Primary State and Federal Regulators**

None

**Schedule 2(c)**

**Disclosure of Connections with Lessors and Contract Counter-Parties**

<b>Party</b>	<b>Connection (and Resolution)</b>
Kimco Realty Corporation	Former client – unrelated matter
Weingarten Realty Investors	Former client – unrelated matter

**Schedule 2(d)**

**Disclosure of Connections with Special Parties-in-Interest**

None

**Schedule 2(e)**

**Disclosure of Connections with Banking Institutions and Other Lenders**

Party	Connection (and Resolution)
American Express Bank, FBS	Current client affiliate – wholly unrelated matters (no conflict)

**Schedule 2(g)**

**Disclosure of Connections with Taxing Authorities**

None

**Schedule 2(h)**

**Disclosure of Connections with Utility Providers**

None

**Schedule 2(i)**

**Disclosure of Connections with Insurers**

Party	Connection (and Resolution)
Liberty Mutual Fire Insurance Co.	Current client affiliate – unrelated matters (no conflict)

**Schedule 2(j)**

**Disclosure of Connections with Litigation Parties**

None

**Schedule 2(k)**

**Disclosure of Connections with Significant Vendors**

Party	Connection (and Resolution)
ARAMARK - Dallas	Current client – unrelated matters (waiver obtained)

**Schedule 2(l)**

**Disclosure of Connections with United States Trustee and Judges of the Bankruptcy Court**

None

**Attachment 1**

**Engagement Letter**

NEW YORK  
LONDON  
SINGAPORE  
PHILADELPHIA  
CHICAGO  
WASHINGTON, DC  
SAN FRANCISCO  
SILICON VALLEY  
SAN DIEGO  
SHANGHAI  
BOSTON  
HOUSTON  
LOS ANGELES  
HANOI  
HO CHI MINH CITY

## Duane Morris®

*FIRM and AFFILIATE OFFICES*

SEAN J. BELLEW  
DIRECT DIAL: +1 302 657 4930  
PERSONAL FAX: +1 302 397 2543  
E-MAIL: [sjbellew@duanemorris.com](mailto:sjbellew@duanemorris.com)

[www.duanemorris.com](http://www.duanemorris.com)

ATLANTA  
BALTIMORE  
WILMINGTON  
MIAMI  
BOCA RATON  
PITTSBURGH  
NEWARK  
LAS VEGAS  
CHERRY HILL  
LAKE TAHOE  
MYANMAR  
OMAN  
A GCC REPRESENTATIVE OFFICE  
OF DUANE MORRIS

MEXICO CITY  
ALLIANCE WITH  
MIRANDA & ESTAVILLO  
SRILANKA  
ALLIANCE WITH  
GOWERS INTERNATIONAL

November 20, 2015

### VIA EMAIL

Phillip A. Purcell, Esquire  
Restaurants Acquisition I, LLC  
313 East Main Street, Suite 2  
Hendersonville, TN 37075

**Re: Restaurants Acquisition I, LLC - Terms of Engagement**

Dear Mr. Purcell:

We are pleased that Restaurants Acquisition I, LLC (the "Company") has decided to engage Duane Morris LLP ("Duane Morris" or the "Firm") as its counsel in connection with the matters described below (the "Engagement"). This letter will confirm our understanding with the Company regarding the engagement of the Firm and will describe the basis on which the Firm will provide legal services to the Company.

### Scope of Engagement

We have agreed to represent the Company as counsel in its efforts to consider strategic alternatives and work out its present financial circumstances, including assisting the Company in its preparation for a possible filing of a petition for relief under Chapter 11 of the Bankruptcy Code. We also will represent the Company in any other matters that the Company specifically assigns to us in the future and that we agree to undertake.

While we understand that the Company is pursuing a restructuring strategy to resolve its leverage and liquidity issues and maximize its value for the benefit of all stakeholders, we agree that the scope of the Engagement may include advice to, and representation of, the Company, and its direct and indirect subsidiaries, as debtors and debtors in possession in one or more cases under the Bankruptcy Code, should any of those entities become debtors under the Bankruptcy Code.

DUANE MORRIS LLP

222 DELAWARE AVENUE, SUITE 1600 WILMINGTON, DE 19801-1659

PHONE: +1 302 657 4900 FAX: +1 302 657 4901

Duane Morris

Restaurants Acquisition I, LLC  
c/o Phillip A. Purcell  
November 20, 2015  
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Code. Our employment as counsel to those entities is subject to the approval of the Bankruptcy Court.

If the Company determines that it is appropriate, we will prepare for the filing of petitions under the Bankruptcy Code. We will consult with the Company and advise it on whether one or more petitions is appropriate or advisable. We will review documents that the Company provides us and prepare the petitions with the required supporting schedules and statements, to the extent information is available from the Company. During the cases and subject to our ethical obligations discussed below, we will advise and consult on the conduct of the cases, including all of the legal and administrative requirements of operating in chapter 11; prepare such administrative and procedural applications and motions as may be required for the sound conduct of the cases; prosecute and defend litigation that may arise during the course of the cases; consult with the Company concerning and participate in the formulation, negotiation, preparation and filing of a plan(s) and disclosure statement(s) to accompany the plans; review and object to claims; analyze, recommend, prepare, and bring any causes of action created under the Bankruptcy Code; take all steps necessary and appropriate to bring the cases to a conclusion; and perform the full range of services normally associated with matters such as this which we are in a position to provide.

The services we will provide in connection with the Engagement will encompass all services normally and reasonably associated with this type of engagement that we are requested and are able to provide and that are consistent with our ethical obligations. With respect to all matters of our Engagement, we will coordinate closely with the Company as to the nature of the services that we will render and the scope of our engagement.

As legal counsel, we are not in a position, and the Company has not retained us, to provide financial advice.

As usual, our Engagement is to represent the Company and not its individual directors, officers, employees or shareholders or any affiliated entity. However, we anticipate that in the course of that Engagement, we may provide information or advice to directors, officers or employees in their corporate (but not individual) capacities.

#### Engagement Personnel

I, along with my partner, Sommer Ross, will be principally responsible for and actively involved in the Engagement. My rate is \$700 an hour and Sommer's rate is \$595 an hour. Our associate, Jarret Hitchings, will also play a large role in this Engagement. Jarret's rate is \$455 per hour. Additional lawyers, including those in other practice areas will be added to the Engagement on an as needed basis. In all instances, I will look to have the work delegated to the appropriate levels to insure the highest level of efficiency in this Engagement.

**Duane Morris**

Restaurants Acquisition I, LLC  
c/o Phillip A. Purcell  
November 20, 2015  
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**Fees, Charges and Disbursements**

Our fees will be based on the time involved in the Engagement and our blended hourly time charges. As part of our ordinary business practices, hourly time charges are periodically reviewed and revised. In addition, our billing statements will include charges and disbursements we incur in the course of performing legal services in accordance with our standard practice (e.g. photocopying, messenger and delivery service, computerized legal research, travel, long distance telephone and telecopy, and search and filing fees), which may be periodically updated. Fees and expenses of others, such as consultants and appraisers, will not be paid by us.

From time to time, the Company may request a fee range estimate for a particular Engagement matter. Any such estimate would be premised upon certain assumptions, including completion of the matter by a particular target date, the absence of unusual issues or problems and of litigation, and counsel for the other parties being sufficiently experienced and competent to perform such counsel's normal functions in this type of matter. In such situations, we will respond promptly in writing to the Company's request. It is agreed that any such estimate shall not constitute a fee cap or amendment of this Engagement Agreement.

For our services on the Company's behalf after the filing of the chapter 11 case under the Bankruptcy Code, we will charge a reasonable fee in such amount as the bankruptcy court allows at the conclusion of the cases. Typically, the bankruptcy court bases a determination of a reasonable fee on a number of factors, such as the time spent, our internal blended hourly time charges, the difficulty and novelty of the issues and opposition encountered, the skill and expertise brought to bear on the matter, the speed with which we are able to conclude the matter, the time and other demands placed on us by reason of the nature of the engagement and any opposition, the results achieved and their value to the Company, and the views of our client. We consider the last factor very important and would not submit a final statement for services rendered without a prior discussion of our fee with the Company, based on the factors mentioned, and the Company's concurrence.

In a case under the Bankruptcy Code, fees and expenses may not be paid without the express prior approval of the bankruptcy court. In most cases of this size and complexity, on request of a party in interest, the bankruptcy court permits the payment of interim fees during the case. The Company agrees that, if asked to do so by us, the Company will request the bankruptcy court to establish a procedure for the payment of interim fees during the case that would permit payment of interim fees. If the bankruptcy court approves such a procedure, we will submit invoices on account against our final fee. These interim invoices will be based on such percentage as the bankruptcy court allows of our internal time charges and costs and expenses for the work performed during the relevant period and will constitute a request for an interim payment against the reasonable fee to be determined at the conclusion of our representation.

Duane Morris

Restaurants Acquisition I, LLC  
c/o Phillip A. Purcell  
November 20, 2015  
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**Cash on Account**

Initially, the Company will forward to us the amount of \$75,000, which funds will be held "on account" by the Firm to be applied to our professional fees, charges and disbursements for the Engagement (the "Initial Cash on Account"). To the extent that this amount exceeds our fees, charges and disbursements upon the completion of the Engagement, we will refund any unused portion. The Company agrees to supplement the Initial Cash on Account from time to time during the course of the Engagement in such amounts as the Company and we mutually shall agree are reasonably necessary to increase the Initial Cash on Account to a level that will be sufficient to fund Engagement fees, charges, and disbursements to be incurred.

We will send the Company periodic invoices (not less frequently than monthly) for services rendered and charges and disbursements incurred on the basis discussed above. Each invoice constitutes a request for an interim payment against the fee to be determined at the conclusion of our representation. Upon transmittal of the invoice, we may draw upon the Initial Cash on Account in the amount of the invoice. We have the right to apply to any outstanding invoice, up to the remaining balance, if any, of the Initial Cash on Account at any time subject to (and without prejudice to) the Company's opportunity to review our statements.

In preparation for the filing of any cases under the Bankruptcy Code, we also will require an additional on account payment to supplement the Initial Cash on Account to cover fees, charges and disbursements to be incurred during the initial phase of the chapter 11 cases (the "Additional Cash on Account"). We will hold the Additional Cash on Account, as we have the Initial Cash on Account. Of course, the reasonableness of the Additional Cash on Account remains subject to review by the court in any ensuing case.

If the Company becomes a debtor in a case under the Bankruptcy Code, some fees, charges, and disbursements (whether or not billed) incurred before the filing of bankruptcy petitions (voluntary or involuntary) may remain unpaid as of the date of the filing. The unused portion, if any, of the Initial Cash on Account and the Additional Cash on Account will be applied to any unpaid prepetition fees, charges and disbursements. Any requisite court permission will be obtained in advance. We will then hold any portion of the Initial Cash on Account and the Additional Cash on Account not otherwise properly applied for the payment of any such unpaid fees, charges and disbursements (whether or not billed).

Postpetition fees, charges and disbursements will be due and payable immediately upon entry of an order containing such court approval or pursuant to any fee procedure set by the Court. Client understands that while the arrangement in this paragraph may be altered in whole or in part by the bankruptcy court, the Company shall nevertheless remain liable for payment of postpetition fees and expenses as allowed or otherwise authorized by the court. Such items are afforded administrative priority under 11 U.S.C. § 503(b)(1). The Bankruptcy Code provides in pertinent part, at 11 U.S.C. § 1129(a)(9)(A), that a plan cannot be confirmed unless these priority

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Restaurants Acquisition I, LLC  
c/o Phillip A. Purcell  
November 20, 2015  
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claims are paid in full in cash on the effective date of any plan (unless the holders of such claims agree to different treatment). It is agreed and understood that the unused portion, if any, of the Initial Cash on Account and Additional Cash on Account shall be held by us and applied against the final fee application filed and approved by the court.

**Waivers and Related Matters**

We represent a broad base of clients on a variety on legal matters. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect the Company's ability and the ability of our other clients to choose us as its counsel and preclude us from representing the Company or our other clients in pending or future matters. Given that possibility, we wish to be fair not only to the Company, but to our other clients as well. Accordingly, this letter will confirm our mutual agreement that we may represent other present or future parties on matters other than those for which we are engaged (or are substantially related to those matters for which we are engaged )by the Company (i.e. the restructuring and/or chapter 11 filing), whether or not on a basis adverse to the Company or any of its parent or affiliate entities, including in litigation, legal or other proceedings or matters, which are referred to as "Permitted Adverse Representation." In furtherance of this mutual agreement, the Company agrees that it will not for itself or any other party assert our representation of the Company in the Engagement, or in any other matter in which the Company retains us, as a basis for disqualifying us from representing another party in any Permitted Adverse Representation and agrees that any Permitted Adverse Representation does not constitute a breach of our duty to the Company. By agreeing to this waiver of any claim of conflicts as to matters unrelated to this engagement, the Company also agrees that we are not obligated to notify it when we undertake such a matter that may be adverse to the Company.

Our representation of the Company is premised on our adherence to our professional obligation not to disclose any confidential information or to use it for another party's benefit without the Company's consent. Provided that we act in this manner, the Company would not for itself or any other party assert that our possession of such information, even though it may relate to a matter for which we are representing another client or may be known to someone at the Firm working on the matter, (a) is a basis for disqualifying us from representing another of our clients in any matter in which the Company or any other party has an interest; or (b) constitutes a breach of any duty owed by us.

With respect to parties affiliated with the Company generally, including parties owned by the Company and parties that hold direct or indirect interests in the Company, it is our understanding that we are not being asked to provide, and will not be providing, legal advice to, or establish an attorney-client relationship with, any such affiliated party or person and will not be expected to do so unless we have been asked and have specifically agreed to do so. Finally, it is our understanding that if we act as counsel for any other party as to which the Company then owns completely, directly or indirectly, all of the common stock or similar voting interest (other

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Restaurants Acquisition I, LLC  
c/o Phillip A. Purcell  
November 20, 2015  
Page 6

than directors' qualifying shares, if any), the mutual agreement reflected in this letter, including the waivers, would apply to that party as well.

The provisions of this letter will continue in effect, including if our representation of the Company was ended at the Company's election (which, of course, the Company would be free to do at any time) or by us (which would be subject to ethical requirements). In addition, the provisions of this Engagement Letter will apply to future engagements of us by the Company unless we mutually agree otherwise.

This agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

If this letter is satisfactory, please sign a copy and return it to me and send the Initial Cash on Account, in the amount of \$75,000, by wire transfer as set forth below. You may wish to review it with your counsel. Obviously, if you want to discuss any aspect of this letter further, please call me.

Again, we very much appreciate the opportunity to work with the Company and look forward to doing so.

Very truly yours,

*Sean J. Bellew*

Sean J. Bellew

Restaurants Acquisition I, LLC

By:

Name:

Title:

*Phillip A. Purcell*  
*General Counsel / Secretary*

**Exhibit B**

**Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

RESTAURANTS ACQUISITION I, LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 15-12406 (KG)

Related to Docket No. \_\_\_\_

**ORDER AUTHORIZING THE DEBTOR TO RETAIN AND EMPLOY DUANE  
MORRIS LLP AS COUNSEL TO THE DEBTOR AND DEBTOR-IN-POSSESSION,  
NUNC PRO TUNC TO THE PETITION DATE**

Upon consideration of the application (the “Application”) of Restaurants Acquisition I, LLC (the “Debtor”), debtor and debtor-in-possession in the above-captioned chapter 11 case (the “Chapter 11 Case”), for an order, pursuant to sections 327(a) and 328 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing the Debtor to retain and employ the law firm of Duane Morris LLP (“Duane Morris”) as counsel, *nunc pro tunc*, to the Petition Date;<sup>2</sup> and upon consideration of the *Declaration of Sean J. Bellew* (the “Bellew Declaration”) in support thereof; and it appearing that the partners and associates of Duane Morris who will perform services on behalf of the Debtor in this Chapter 11 Case are duly qualified to practice before this Court; and the Court finding, based on the representations made in the Application and the Bellew Declaration, that Duane Morris is a “disinterested person,” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, that its employment is necessary and in the best interests of the Debtor and the Debtor’s estate; that

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<sup>1</sup> The Debtor’s mailing address is 313 East Main Street, Suite 2, Hendersonville, TN and the last four digits of its tax identification number are 8761.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning set forth in the Application.

adequate notice of the Application has been given; and it appearing that no other notice need be given; and after due deliberation and sufficient cause appearing therefore, it is:

1. ORDERED that the Application is approved; and it is further
2. ORDERED that in accordance with section 327(a) and, with respect to Duane Morris' hourly rates, section 328(a) of the Bankruptcy Code, and Bankruptcy Rule 2014(a), the Debtor is hereby authorized and empowered to employ and retain the firm of Duane Morris as its counsel and such retention is hereby approved, *nunc pro tunc*, to the Petition Date; and it is further
3. ORDERED that Duane Morris shall be compensated in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, such Bankruptcy Rules and Local Rules as may then be applicable from time to time, and such procedures as may be fixed by order of this Court, including any order entered in these cases governing professional compensation and reimbursement for services rendered and charges and disbursements incurred; and it is further
4. ORDERED that the Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application; and it is further
5. ORDERED that the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further
6. ORDERED that the Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: December \_\_, 2015  
Wilmington, Delaware

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Honorable Kevin Gross  
United States Bankruptcy Judge